

Chief, London Bureau, FBIS
Through: Administrative Officer, FBIB
Assistant Deputy Services Officer

19 September 1949

Contract IG-CY-23

Transmitted herewith are four copies of the above contract as executed by the Government.

It is requested that you forward the manually signed copy to the Contractor and distribute the remaining copies in accordance with the procedure set up by your office.

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Attachments

FR

CC: IG-CY-23

Chrono

NOTE:

Chief, FBIB - Copy of Contract as executed attached for your records.

Also returned herewith is memorandum dated 24 August 1949 from

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SECRET

STANDARD FORM NO. 64

SECRET

Office Memorandum • UNITED STATES GOVERNMENT

TO : Chief, FBIS

DATE: 24 August 1949

FROM : Chief, London Bureau

SUBJECT: Contract XG-CY-23

REFERENCE: Memo fr Chief, FBIS to Chief, London Bur., subj. as above,
classified SECRET, dated 15 Aug. 1949


Receipt is acknowledged of reference memorandum. Simultaneously this office received from the BBC two signed copies of an "agreement" written by the BBC. These documents are identical except for the use of the word "agreement" for our "contract" and "Corporation" for our word "contractor".

This difference was called to the attention of Head, BBCMS who expressed the opinion that it was not important but requested that the BBC agreement be accepted since the authorized executing officer is presently on leave. Head, BBCMS furnished another copy of the agreement properly signed with the further request that if the agreement is accepted and signed in Washington that one copy (on red lined legal paper) be returned to the BBC.

It should be noted that the BBC agreement is unclassified. When pointed out to Head, BBCMS he agreed to have the document classified SECRET if so desired by Washington.

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Incls: Orig. and 2 copies SECRET Contract XG-CY-23 (signed 
Orig. and 2 copies FBIS-BBC Agreement (signed N. H. Bottomley)

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SECRET

THIS AGREEMENT made the Sixth day of September One thousand nine hundred and forty nine BETWEEN THE UNITED STATES OF AMERICA acting through the Foreign Broadcast Information Service (hereinafter called "The U.S. Government") represented by the Contracting Officer executing this Agreement of the one part and THE BRITISH BROADCASTING CORPORATION having its principal office at Broadcasting House Portland Place in the County of London England (hereinafter called "the Corporation") of the other part

WHEREAS (1) the Corporation has on its Monitoring staff in London certain employees qualified to perform the work hereinafter specified;

(2) the U.S. Government desires to have the services of the said qualified employees to perform certain work hereinafter specified in order that the Government can perform its duties and functions as set forth in the applicable provisions of law;

(3) the U.S. Government has made every reasonable effort to recruit for its own employment persons of the necessary qualifications and has been unable to do so; and

(4) the Corporation is able and willing to make available to the U.S. Government the services of the said employees for the consideration set forth in Article 2 as hereinafter specified.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth THE PARTIES HERETO AGREE as follows:-

Article 1. Scope of Agreement:

The Corporation shall provide to the U.S. Government the services of three of the Corporation's employees qualified to monitor certain foreign language broadcasts. The Corporation shall continue to pay the salaries of the said employees and the Corporation shall make all necessary arrangements for:-

- (a) The transportation of the said employees from London to the Mediterranean Bureau of the Foreign Broadcast Information Service located on the island of Cyprus and their return to London.
- (b) The accommodation and subsistence of the said employees while performing monitoring duties assigned by the U.S. Government on the island of Cyprus.

Article 2. Consideration:

The U.S. Government shall pay to the Corporation as full compensation for the provision of the services of the said employees charges to be computed as follows:

- (a) A charge not exceeding One thousand four hundred and thirty dollars for the actual transportation charges of the said employees (to be supported by

receipted copies of billings or other documents evidencing payment).

- (b) A charge not exceeding ten dollars per day for each of the said employees in respect of his allowances and other expenses under the Corporation's regulations for staff serving overseas such charge to be payable for the period during which the services of the said employees are made available to the U.S. Government under this Agreement.

Article 3. Duration of Agreement:

This Agreement shall become effective on the date when the services of the said employees are made available to the U.S. Government (which date shall be on or about the First day of September One thousand nine hundred and forty nine and shall be definitely established by subsequent notice pursuant to the terms of this Agreement) and this Agreement shall continue for a period of six months from the said date provided that this Agreement may be terminated on any earlier date by either party giving thirty days advance notice in writing.

Article 4. Payment:

Payment in Dollars shall be made in London by the U.S. Government at the end of each month during the continuance of this Agreement upon submission by the Corporation of an invoice in triplicate.

Article 5. Suspension of Agreement:

If it becomes impossible for the Corporation to provide the services of the said employees for any reason outside the control of the Corporation the obligation of the Corporation to provide such services and the obligation of the U.S. Government to pay the charges referred to in Article 2 hereof shall be suspended so long as the impossibility continues.

Article 6. Interpretation and Disputes:

- (a) This Agreement shall be interpreted in accordance with the law of England.
- (b) If any dispute or difference arises between the parties hereto concerning the construction of this Agreement or any matter arising thereout the dispute or difference shall be referred to arbitration in England by an independent arbitrator to be appointed by agreement between the parties.

AS WITNESS the hands of Sir Norman Howard Bottomley as agent for and on behalf of the Corporation and as agent for and on behalf of the U.S. Government the day and year first above mentioned.

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SIGNED by Sir Norman Howard
Bottenley as agent for and
on behalf of the British
Broadcasting Corporation
in the presence of:

/s/Barbara F. Givlis

49 Fairacres Reehampton S.W. 15.

Secretary

SIGNED by
as agent for and on behalf of
the U.S. Government in the
presence of:

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THE BRITISH BROADCASTING CORPORATION

/s/ N.H. Bottenley
DIRECTOR OF ADMINISTRATION

THE UNITED STATES OF AMERICA

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Services Officer